

Mailed to
County Fed. Sav. & Loan Assn.
116 Commerce Bldg., Rockville
Jan. 12, 1966

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PM 1377

Recorded December 3, 1965 at 12:10 P.M.

Deed of Trust

This Deed of Trust, (in which whenever used the singular number shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders; and the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns as the case may be of the parties hereto), made this second day of December in the year 1965 by and between Prentiss W. Van Sant and Clara V. Van Sant, his wife, parties of the first part hereto, and David E. Betts and Lewis R. Roberts

joint tenants, trustees as hereinafter set forth, parties of the second part hereto, WITNESSETH

WHEREAS the said parties of the first part hereto are justly indebted unto County Federal Savings and Loan Association of Rockville, the "Beneficiary" in the original principal sum of Eighteen Thousand and no/100 Dollars (\$18,000.00), with interest from date at the rate of six per centum per annum (6%) on the unpaid balance until paid, for which amount the said parties of the first part have signed and delivered a certain promissory note bearing even date herewith, and being upon the following terms and provisions:

Principal and interest to be paid in equal monthly instalments as follows: Interest only shall be payable for a period of one year from date hereof, thereafter, the sum of One Hundred and Nine and 27/100 Dollars (\$109.27), one the 1st day of December, 1966, and a like amount on the 1st day of each and every month thereafter until this note has been paid in full. Each payment made hereunder shall be credited first on interest then due and the remainder to the unpaid balance of this indebtedness. Any delinquent payments of principal or interest shall bear the rate of interest herein agreed to until paid. And we do hereby further agree that in addition to said monthly payment we will pay to said Association monthly during the time that this indebtedness remains unpaid an amount equal to one-twelfth (1/12) of the annual taxes, assessments and insurance premiums on the property on which this note is secured. And other terms contained therein.

If equitable title to said property is transferred from borrower, by grant, assignment, or operation of law or in any other manner, without the written consent of the association, or if said property is further encumbered without written consent of the association, the borrower agrees that in either event, the association at any time after such transfer without written consent of the association may declare the entire indebtedness hereby secured, together with any advances, interest, and any other charges, immediately due and payable; that in the event the ownership of said property, or any portion thereof becomes vested in a person other than the borrower, the said association may, without notice to the borrower, deal with such successor, or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the borrower, and may extend time for payment of the debt secured hereby without disturbing or any way affecting the liability of said borrower hereunder, or upon the debt hereby secured.

In the event of the failure of the undersigned to pay any monthly instalments when due or any of the advances made hereunder, the holder hereof shall have the right to declare the entire remaining indebtedness immediately due and payable, and failure to exercise such right shall not constitute a waiver of the right to exercise the same upon any subsequent breach.

Trustees releasing the within Deed of Trust or any part thereof shall receive as compensation therefor the sum of Ten Dollars (\$10.00) for each trustee executing each release required.



AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

Now, THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the parties of the second part, the receipt of which before the sealing and delivery of these presents is hereby acknowledged

Filed APRIL 2, 1984